

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

Damonie Earl, et al.,

Plaintiffs,

v.

The Boeing Company et al.,

Defendants.

Case No. 4:19-CV-507-ALM

Declaration of Plaintiff Linda Rugg

I, Linda Rugg, declare as follows:

1. I am a named plaintiff in the above-captioned class action lawsuit against Defendants The Boeing Company and Southwest Airlines Co. I am submitting this declaration in support of the Plaintiffs' motion for class certification.

Personal background

2. I am currently a resident of Chino Hills, California. I am retired from my former job as a title officer for a title company. I am 70 years old.

Understanding of the case

3. My understanding of the allegations of this case is as follows.

- The lawsuit was filed in July 2019 in federal court in Sherman, Texas, as a proposed class action lawsuit against Boeing and Southwest. I am one of the original named plaintiffs. An amended complaint was later filed in fall 2020, adding others as additional named plaintiffs.
- Currently there are two claims asserted against the Defendants under the Racketeer Influenced and Corrupt Organizations Act (the RICO Act).
- Defendants are alleged to have conspired, in violation of the RICO Act, to bring the Boeing 737 MAX 8 aircraft to market, knowing that the plane had defects that made it unsafe, including its faulty "MCAS" (Maneuvering Characteristics Augmentation System) software system that would automatically adjust the pitch of the plane's nose when in flight. Defendants are alleged to have concealed information about the MAX 8's design and operation—even from the pilots flying the planes—including the existence of the MCAS software system.
- Defendants are also alleged to have knowingly made false statements to the public and the Federal Aviation Administration (FAA) about the safety of the MAX 8 and to

have concealed information about the plane's defects, both before and after the Lion Air flight crashed overseas in Indonesia in October 2018.

- It was only after the second crash of a MAX 8, in Ethiopia in March 2019, when the FAA required that all MAX 8 aircraft be grounded in the United States, that Southwest stopped flying the MAX 8.

4. I also understand that the legal theory of injury asserted in this case is that the members of the class were overcharged for plane tickets they purchased for flights on Southwest that were scheduled to be flown on a MAX 8 or that could have been flown on a MAX 8 due to a substitution of the aircraft at the time of flight.¹ The allegation is that the market price for such tickets would have been lower if the truth, including the safety issues with the MAX 8 and the alleged deception of pilots, regulators, and the general public by Boeing and Southwest regarding the MAX 8, had been widely known to the market and those buying the tickets, and therefore each member of the class should receive at least a portion of the amount they paid back from Defendants. I understand that plaintiffs' counsel has engaged economic experts to determine the amount of damages incurred by the class members, including myself.²

My flights

5. I understand that the relevant time period for this case is roughly between August 29, 2017 (when Southwest first took delivery of the MAX 8 aircraft) and March 13, 2019 (when the

¹ I also understand that there is a second proposed class of passengers who purchased tickets on flights on American Airlines that were scheduled to be flown on a MAX 8 or that could have been flown on a MAX 8 but that American Airlines is not a Defendant. The Plaintiffs allege that Defendants Southwest and Boeing are responsible for the overcharge damages that were incurred by the members of the American Airlines class.

² I am not seeking damages for emotional distress or for any physical injury, nor I am seeking compensation for being exposed, or potentially exposed to the risk of an unsafe aircraft. I am solely seeking damages based on the overcharge theories set forth by the Plaintiffs' economics experts.

MAX 8 was grounded) (the “Class Period”).³ During this period I purchased and took a number of flights on Southwest, including the following:

Southwest flights				
Date of purchase	Date of flight	Flight Number	Origin / Destination	Bates number ⁴
7/30/2018	9/6/2018	WN 2881	ONT-PHX	737MAXRICO_0000036-37
7/30/2018	9/6/2018	WN 5252	PHX-BUF	737MAXRICO_0000036-37
1/18/2019 ⁵ 1/20/2019	1/23/2019	WN 1243	ONT-PHX	737MAXRICO_0000038-41
1/18/2019 ⁵ 1/20/2019	1/23/2019	WN 396	PHX-BUF	737MAXRICO_0000038-41
1/18/2019 ⁵ 1/20/2019 1/25/2019 2/8/2019	2/9/2019	WN 3042	BUF-LAS	737MAXRICO_0000038-45
1/18/2019 ⁵ 1/20/2019 1/25/2019 2/8/2019	2/9/2019	WN 4207	LAS-ONT	737MAXRICO_0000038-45

6. Each of the Southwest flights listed above I purchased using my own funds. I was not reimbursed by anyone or any company for the payment of those funds, nor did I receive any refund from Southwest for any of these flights.

³ More specifically, I understand that Plaintiffs’ damages expert has determined that the relevant tickets are those that were purchased for routes that included the use of a MAX 8 either at the time of the purchase and/or at the time of the flight, including tickets that were purchased before the first MAX 8 flight and tickets that were purchased prior to March 13, 2019 for flights to occur after that date.

⁴ This refers to the portion of my document production in this case that relates to each flight. I also confirmed certain details of these flights by reviewing information produced by Southwest at SWA_Earl_Data_00001627.

⁵ I purchased the original ticket for this trip on 1/18/2019, then later made changes to the itinerary.

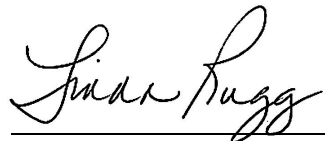
7. In each instance when I purchased or otherwise reserved one of the above flights, I did not know that Southwest was using Boeing 737 MAX 8 aircraft in their fleet. I also did not know that I was going to be flying on a MAX 8 aircraft or would potentially be flying on a MAX 8 aircraft for any of these flights, nor was I aware of the safety issues that later came to light concerning the aircraft or of Boeing and Southwest's alleged deceptions regarding the MAX 8 to pilots, regulators, and the general public. I assumed at the time I was purchasing and reserving these flights that the airlines would use a plane that was safe—both in design and operation—given that airline travel in the United States, in my experience, is generally safe and is heavily regulated.

My role in the case

8. I am represented in this case by Bathaee Dunne LLP and Dovel & Luner, LLP, as well as local counsel Capshaw DeRieux, L.L.P. I understand that as a class representative, my responsibilities would be to take an active role in the case, assisting the lawyers and looking out for the interests of the entire class during the case and at the time of settlement, and not just my own interests. I am willing and able to serve in that role, and have been following the case developments since becoming a plaintiff. I am aware of no conflicts of interest between myself and any other member of the class.

9. To obtain information that may assist in the prosecution of this case, in January 2020 I filed a separate lawsuit against the Federal Aviation Administration under the Freedom of Information Act (FOIA). *See Rugg v. Federal Aviation Administration*, No. 1:20-cv-00071-RCL (D.D.C.). The FOIA lawsuit seeks to obtain records relating to the MAX 8, among other topics. That lawsuit is still pending.

I declare under penalty of perjury that the foregoing is true and correct. Executed on
December 23, 2020.



Linda Rugg